



**II. FISCAL ANALYSIS IMPACT**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>10,889</u>	_____	_____	_____	_____
External Revenue	<u>(10,889)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>0</u>	_____	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes X No      
 Budget Account No.: Fund 1006 Dept. 144 Unit. 1483 Obj. Var.  
 Program Code Var.

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Funding source is for the Federal US Health and Human Services.

Departmental Fiscal Review: \_\_\_\_\_

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Administration Comments:**

Whillhite 6-6-08  
 6/5/08 OFMB mm cn  
 6/5 6/2/08

Dr. J. Javelin 6/9/08  
 Contract Administration  
 6/9/08

**B. Legal Sufficiency:**

[Signature] 6/9/08  
 Assistant County Attorney

**This Contract complies with our contract review requirements.**

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

This summary is not to be used as a basis for payment.

**STANDARD CONTRACT**

*Area Agency on Aging of Palm Beach/Treasure Coast, Inc.*

**THIS CONTRACT** is entered into between the Area Agency on Aging of Palm Beach/Treasure Coast, Inc., hereinafter referred to as the Agency, and the Palm Beach County Board of County Commissioners, hereinafter referred to as the "Provider".

**The parties agree:**

**I. CONTRACT TERMS:**

**A. Contract Amount:**

The Agency will pay the Provider for services according to the conditions of this contract in an amount not to exceed **\$10,889.05**, subject to the availability of funds.

**B. Effective Date**

1. This contract shall begin on April 1, 2008 or on the date the contract has been signed by both parties, whichever is later.
2. This contract shall end on June 30, 2008.
3. This contract may be extended by the Agency upon written notification, for up to ninety (90) days, and shall include, if applicable, any additional provisions mandated by the Florida Department of Elder Affairs (DOEA).

**C. Obligation to Pay**

The Agency's performance and obligation to pay under this contract is contingent upon an annual appropriation by the State of Florida's Legislature.

**D. Source of Funds**

Services rendered and paid for under any other contract or from any other source are not eligible for reimbursement under this contract. The funds awarded to the Provider pursuant to this contract consist of the following:

<b>Program Title:</b>	<b>Year</b>	<b>Funding Source</b>	<b>CFDA</b>	<b>Amount</b>
Emergency Home Energy Assistance (EHEAP)	2008	U.S. Health and Human Services	93.568	\$10,889.05
<b>TOTAL FUNDS CONTAINED IN THIS CONTRACT:</b>				<b>\$10,889.05</b>

- E. The Provider agrees to perform the services of this contract in accordance with all federal, state, and local laws, rules, regulations and policies that pertain to EHEAP funds, as well as the current Department of Elder Affairs Home and Community-Based Services Handbook, the Department of Health and Human Services, Office of Assistant Secretary, Administration on Aging, current Program Instruction, and the Standard Provisions (ATTACHMENT VII).

**F. Notice, Contact, and Payee Information**

- 1. The name, address, and telephone number of the program manager for the Agency for this contract is:

Michelle Bissett, Program Manager  
4400 N. Congress Avenue  
West Palm Beach, FL 33409  
(561) 684-5885

- 2. The name, address, and telephone number of the representative of the Provider responsible for administration of the program under this contract is:

Faith Martin, Director of Senior Services  
Palm Beach County Board of County Commissioners  
Division of Senior Services  
810 Datura Street, Ste. 300  
West Palm Beach, FL 33401  
(561) 355-4749

- 3. In the event different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.

- 4. The name (Provider name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made:

Palm Beach County Board of County Commissioners  
Division of Senior Services  
810 Datura Street, Ste. 300  
West Palm Beach, FL 33401  
(561) 355-4749

## II. STATEMENT OF WORK:

### A. Services to be Provided

#### 1. Mission Statements

##### a. Department of Elder Affairs (DOEA) Mission

The department's mission is to foster an optimal quality of life for Floridians age 60 and older that assist them in living independently in their homes and communities. The department's vision and shared values are to foster and nurture a social, economic and intellectual environment where persons of all ages, especially those 60 and older can enjoy living in Florida. Area agencies, lead agencies and local services providers as partners and stakeholders in Florida's aging services network are expected to support the department's mission, vision, and program priorities.

##### b. Agency Mission

To advocate, plan and promote the independence, dignity, and health and well-being of seniors and their caregivers in a manner that embraces diversity and reflects the communities we serve.

##### c. EHEAP Program Mission

The Emergency Home Energy Assistance Program (EHEAP) serves the mission of the department by providing home energy assistance aid to elders in the event of a home energy heating or cooling emergency.

##### d. General Statement

EHEAP is designed to assist low-income households with at least one member 60 years of age or older experiencing a heating or cooling emergency. Eligible households may receive one benefit for a maximum of \$400.00 in the cooling season and one benefit for a maximum of \$400.00 in the heating season. These funds are intended to make payments to utility companies and/or fuel suppliers, make repairs to heating or cooling equipment, or resolve other heating and cooling emergencies.

#### 2. Authority

The relevant federal and state authority governing EHEAP are:

- i. Low-Income Home Energy Assistance Act of 1981;
- ii. 42 USC 8621 et seq,;
- iii. Title XXVI of Public Law 97-35, as amended;
- iv. 45 CFR part 96;
- v. Section 409.508, F.S.;
- vi. Chapter 9B-65, F.A.C;
- vii. Chapter 91-115, Laws of Florida; and
- viii. Low Income Home Energy Assistance Program State Plan.

**3. Scope of Service**

The Provider is responsible for the programmatic, fiscal, and operational management of EHEAP. Eligible households may receive one benefit per heating or cooling season, not to exceed \$400.00 each. EHEAP applicants are eligible for one summer crisis benefit during the period from April 1 to September 30 and one winter crisis benefit between October 1 to March 31 each year. An applicant's eligibility for crisis benefits is not related to the agency's agreement periods. Weather-Related/Supply Shortage funds can be provided in addition to crisis benefits. When benefits are distributed for a weather-related/supply shortage emergency, the Provider agrees to comply with directives provided by the department as to the allowable expenditures of these funds.

**4. Incorporation of Program Materials**

The Provider will comply with program requirements as outlined in the following documents, which are incorporated into this agreement by reference.

**5. Major Program Goals**

The major program goals of EHEAP include:

- i. Consumer Outreach;
- ii. Coordination of Program Partners;
- iii. Benefit Eligibility Determination; and
- iv. Benefit Disbursement.

**6. Individuals to be Served****a. General Description**

EHEAP serves low-income households with at least one individual age 60 or older, experiencing a home energy heating or cooling emergency. "Low-income" is defined as a household with income equal to or less than 150% of OMB federal poverty guidelines.

**b. Individual Eligibility**

To be eligible for services under this agreement, and to receive assistance, an applicant must:

- i. Reside in the EHEAP service area (Planning and Service Area) at the time the home energy costs were incurred;
- ii. Complete and return an EHEAP application with all required information and verification to the Provider while funds remain available;
- iii. Provide a fuel bill or other documentation evidencing an energy emergency and an obligation to pay for home energy costs;
- iv. Possess a total household income of not more than 150% of the OMB federal poverty level for the size of the household;

- v. Not be a resident of a group living facility or a home where the cost of residency is at least partially paid (or subsidized) through any foster care or residential program administered by the state;
- vi. Not be a student living in a dormitory;
- vii. Experience a verifiable home heating or cooling crisis;
  - (1) A home cooling crisis exists when one or more of the following conditions are present:
    - The household's home cooling energy source has been cut off;
    - The household has been notified that the energy source of cooling is going to be cut off;
    - The household has other problems with lack of cooling in the home.
  - (2) A home heating crisis exists when one or more of the following conditions are present:
    - The household's home heating energy source has been cut off;
    - The household has been notified that the energy source of heat is going to be cut off;
    - The household is unable to get delivery of heating fuel, is out of heating fuel, or is in imminent danger of being out of heating fuel;
    - The household has other problems such as lack of a usable heating source.

The Provider must determine if all or part of the utility costs are paid directly or indirectly by the government if the consumer lives in government subsidized housing. The Provider will proceed as follows:

- i. If total home heating or cooling costs are included in the rent and the consumer has no obligation to pay any portion of the costs, then the consumer is not eligible for assistance.
- ii. If there is an energy allowance or subsidy available to the consumer during the period covered by the utility bill, then the consumer is only eligible for partial assistance. The energy allowance or subsidy must be subtracted from the allowable EHEAP benefit calculated for the household.

Consumers receiving Food Stamps or who have applied and are currently eligible for the Weatherization Assistance Program (WAP) and Community Services Block Grant (CSBG) funds automatically qualify for EHEAP; however, the benefit level remains the same as that of other qualified applicants.

### III. MANNER OF SERVICE PROVISION

#### 1. SERVICE TASKS

##### a. Consumer Outreach

To ensure that households wishing to benefit from the program have the opportunity, the Provider shall undertake various consumer outreach initiatives. These initiatives are designed to inform potentially eligible households in the service area about EHEAP. Outreach activities must be carried out regardless of whether funds are utilized in this category. Specific outreach initiatives shall include, but are not limited to:

- i. Informing all local agencies, non-profits and similar organizations that are in regular contact with the low-income population about the program, especially those serving seniors;
- ii. Encouraging program participation through local television and radio programs and to place announcements of the program in media community calendars;
- iii. Making in-person visits to homebound persons and assisting them in completing their application when the assistance cannot be successfully provided via telephone.
- iv. Making visits in response to requests by a local congregational center serving elder or disabled persons, to provide information, and/or make presentations explaining EHEAP.
- v. Forwarding information provided by the department concerning the local weatherization program to all persons who request it (including organizations that provide outreach activities).

##### b. Coordination of Program Partners

The Provider shall coordinate services with other program partners to prevent the duplication of services, facilitate referrals and improve the efficiency of services for consumers. Coordination activities shall include, but not be limited to:

- i. Responsibility for coordinating services with the DCA LIHEAP "Providers" in the respective services areas to prevent the duplication of benefits to consumers. Additionally, the Provider shall check LIHEAP and EHEAP records for households with elderly members to ensure duplicate crisis assistance payments are not received during the same heating or cooling season.
- ii. Developing a Memorandum of Understanding (MOU) with all Weatherization Assistance Programs (WAP) in the service area. The MOU shall detail cooperative efforts and describe the actions that will be taken by both parties to assure coordination and referrals.

The Provider, in coordination with the local WAP agency, shall develop a system by which EHEAP applicants who have received more than three EHEAP and LIHEAP benefits in the last 18 months and who are homeowners are referred to a WAP provider. The Provider will maintain copies of all MOUs in each subcontractor's contract file.

- iii. Establishing Memoranda of Understanding (MOU) with service area LIHEAP "Providers". The Agreement will ensure coordination of services, avoid duplication of assistance, and increase the quality of services provided to elderly participants. The Provider will maintain copies of all MOUs in each subcontractor's contract file. MOUs with the local LIHEAP agencies are to be updated if one of the contracted parties change. The MOUs should be applicable to the Provider's current EHEAP program requirements and guidelines.
- iv. Developing agreements with home energy vendors that benefit consumers. The Provider will maintain copies of all vendor agreements and subcontracts. All agreements between the Provider and home energy vendors must contain, at minimum the following conditions:
  - (1) No household receiving assistance will be treated adversely because of such assistance under applicable provisions of state law or public regulatory requirements.
  - (2) Any home energy supplier receiving direct payments agrees not to discriminate, either in the cost of goods supplied or the services provided, against the eligible household on whose behalf payments are made.
  - (3) Only energy related elements of a utility bill are to be paid. In no instance may water and sewage charges be paid except if required by the vendor under the crisis category to meet the requirement of resolving the crisis. Vendors must be made aware that those charges are the responsibility of the consumer.
  - (4) Vendors shall be aware that, when the benefit amount to the consumer does not pay for the complete charges owed by a consumer, the consumer is responsible for the remaining amount owed.
  - (5) The Provider and home energy supplier are bound by all applicable state and federal laws and regulations.
  - (6) The Provider and home energy supplier shall hold the Agency harmless against all claims of whatever nature arising out of the contractor's performance of work under this agreement, to the extent allowed and required by law.

**c. Benefit Eligibility Determination**

The Provider shall begin taking applications for EHEAP services upon execution of this agreement, and continue taking applications until the

agreement expires or funds are exhausted. The Provider will not accept applications when funds are exhausted for a particular time period. The Provider shall, meet, at a minimum, the following requirements when determining the eligibility of EHEAP applicants:

- i. Provide assistance to consumers in completing department provided applications for assistance and determining eligibility;
- ii. Treat homeowners and those who rent equitably under this agreement;
- iii. Ensure that no one is excluded from program participation on the grounds of race, color, national origin, sex or age, and such person shall not be subjected to discrimination under any activity funded in whole or in part with these funds;
- iv. Provide all consumers a written notice of approval within 15 working days of receiving the consumer's application that includes the type and amount of assistance to be paid on their behalf or a Notice of Denial, which includes appeal information.
- v. The Provider will develop written consumer appeal procedures. Any consumer denied EHEAP services must be provided a written notice of the denial, which includes the appeal process and the reason(s) for the denial. At a minimum, the written Notice of Denial and Appeals shall contain the reason for the denial, under what circumstances the consumer may reapply, what information or documentation is needed for the person to reapply, the name and address to whom the re-application or appeal should be sent, and the phone number of the Provider. Appeal provisions must be posted in a prominent place within the office where applications are taken. The provisions must be posted in plain view for all consumers.
- vi. Assist all consumers in securing help through other community resources when EHEAP funds are not available or are insufficient to meet their emergency home energy needs.
- vii. Ensure that all eligible applicants meet the requirements of section II.A.6.b of this agreement.
- viii. Ensure no consumer fees are charged, nor donations accepted, from a consumer in order to receive EHEAP benefits. The Provider will ensure the following notice is posted in a conspicuous place at all points where EHEAP applications are received: "No money, cash or checks will be requested or received from customers in the EHEAP office. If an employee asks for money, report this to the agency executive director or department head."